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Attachment IHP1

Approved _____

Mayor Agenda Item No.

Veto _____

Override _____

ORDINANCE NO. _____

ORDINANCE AMENDING ARTICLE VII THE CODE
OF MIAMI-DADE COUNTY, FLORIDA CONCERNING
THE INFILL HOUSING INITIATIVE; CREATING
SECTIONS 17.124.1 AND 17.124.2; EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS

OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 17-121 of the Code of Miami-Dade County, Florida, is

hereby amended to read as follows:¹

Sec. 17-121. Title; purpose.

This article shall be entitled, "The Infill Housing Initiative." Its purpose is to increase the availability of affordable homes for low and moderate income persons, redevelop urban neighborhoods by eliminating the blight of vacant lots and dilapidated or abandoned properties, >>to equitably distribute homeownership opportunities within the Infill Target Areas,<< and generate payment of ad valorem taxes. The Infill Housing Initiative shall encourage the sale or transfer of vacant, dilapidated or abandoned properties to qualified community development corporations or qualified developers. The community development corporations and developers shall be required to build affordable homes to be sold [~~or rented~~] to low and moderate income persons.

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

Draft 09-01-06

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DRAFT

Attachment IHP1

Section 2. Section 17-122 of the Code of Miami-Dade County, Florida is hereby

amended as follows:

Sec. 17-122 ~~[[Identifying property for infill housing]]~~ >>Definitions<<

>>(a) *Affordable Home.* Housing where the annual mortgage payment, including taxes and insurance, does not exceed 30% percent of a low-moderate income household's gross annual income.

(b) *Buildable Land:* A parcel of land for which a permit may be pulled without the need for variances from zoning requirements.

(c) *Certificate of Qualification.* A certificate issued by the designated department of the County establishing that a household is qualified to purchase an affordable dwelling unit. Certificates of Qualification shall be valid for 12 months.

(d) *Control Period.* The 30-year period during which the home must remain affordable. The control period begins at the time the initial home receives a certificate of occupancy and may be automatically extended as stated herein..<<

~~[[~~(a)~~]]>>(e)<< *County Owned or Privately Owned Property.* ~~[[All property]]~~ >>Those properties<< owned by the County and all vacant, abandoned or dilapidated privately owned property >>which<< shall be reviewed >>by the County<< on a continuous basis to determine if it is appropriate for development of infill housing.~~

(f) *Developer.* Any person, firm, corporation, partnership, limited liability company, association, joint venture, community based organization, or any entity or combination of entities, excluding any governmental entity, that has agreed to build affordable housing through the Infill Housing Program.

(g) *Dwelling Unit.* A single family home (attached or detached) that can be sold for fee simple ownership.

(h) *Eligible Homebuyer.* Any first time homebuyer who is a low-moderate income household as defined below.

Draft 09-01-06

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DRAFT

Attachment IHP1

(j) *Escheated.* The issuance of a tax deed to the County pursuant to Florida Statute F.S. transferring title to real property specifically as a result of non-payment of taxes.

~~[(e)]~~>>(j)<< *Factors To Be Considered.* The following factors shall be considered when determining if a parcel of property is appropriate for infill housing: size; zoning; environmental condition; neighborhood context; infrastructure availability; status of liens; proximity to other properties identified as appropriate for infill housing; suitability for development as a park or as an economic development or revitalization project; and willingness of adjacent property owners to purchase the parcel of property.

(k) *Impact Fees.* Fees for Road, Fire and Emergency Services, Parks, Police Services and Educational Facilities that are paid as pre-development costs to help fund the additional expenses required for services for new development.

(l) *Infill Development.* The redevelopment of neighborhoods that are located within the infill target areas.

(m) *Infill Parcel.* A parcel of land that is located within the infill target areas and is suitable for residential development of four (4) dwelling units or less (attached or detached).

(n) *Infill Target Areas.* The infill target area shall encompass property located within the County's Urban Infill Area delineated as being east of, and including Northwest and Southwest 77 Avenue (and its theoretical extensions) including the Palmetto Expressway (SR 826), north of and including SW 232 Street, as well as areas designated as Urban Target Areas, including but not limited to, Carol city, Coconut Grove, Florida City, Goulds, Leisure City, Liberty City, Little Haiti, Model City/Brownsville, Naranja, Opa-Locka, Overtown, Perrine, Princeton, Richmond Heights, South Miami, SW Homestead, W. Little River, 27th Ave. Corridor, and 183rd St. Corridor.

(o) *Liens.* Encumbrances placed on property by the government for failing to maintain property or pay for services rendered, i.e. lot clearing, trash pick up, demolition of unsafe structure, etc.

(p) *Low Income Household.* Those households whose total annual adjusted gross income is between 51% and 80% percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade

Draft 09-01-06

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DRAFT

Attachment IHP1

County, whichever is greater as defined by HUD.

(q) *Moderate Income Household.* Those households whose total annual adjusted gross income is between 81% and 120% percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade County, whichever is greater as defined by HUD.

~~[(b)]~~ >>(r)<< *Nearby or Adjacent Property Appropriate for Bundling.* Property >>located<< near or adjacent to a parcel of property already identified >>by the County<< as appropriate for infill housing development >>and bundling with other properties<<, whether County owned or privately owned. ~~[[will be reviewed for appropriateness for uses as infill housing and possible bundling with other parcels of property.]]~~

>>(s) *Not-For-Profit Organization.* An organization that is registered as a tax-exempt corporation under Section 501(c)(3) of the of the Internal Revenue Code of 1986, as amended, and has been organized for the purposes of promoting community interest and welfare.

(t) *Qualified Homebuyer.* An eligible homebuyer who has received a certificate of qualification from the designated department of the County.

(u) *State Housing Initiative Partnership (SHIP).* State funding that can be made available to developers of affordable housing and first time homebuyers in the form of low-interest loans.

(v) *Surtax Funds.* Pursuant to F.S. 125.0167, the State is authorized to charge a discretionary surtax in Miami-Dade County for commercial property documents for the purpose of establishing and financing a Housing Assistance Loan Trust Fund to assist in the financing of construction, rehabilitation, or purchase of housing for low-income and moderate-income families.

(w) *Variance.* Zoning action that permits use of land other than what is prescribed by the zoning regulations and can include change in permitted density, setback lines, frontage requirements, subdivision regulations, height limitations, lot size restrictions, yard requirements and other issues which have no relation to change in the use of the property.

Section 3. Section 17-124 of the Code of Miami-Dade County, Florida is hereby

amended as follows:

Draft 09-01-06

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DRAFT

Attachment IHP1

Sec. 17-124. Transfer or sale of property.

* * *

(c) *Reverter Clause/Affordability Period.* County deeds conveying title of any properties to a qualified community development corporation or qualified developer, under this Infill Housing Initiative, shall contain a reverter to the County in the event the property has not been reasonably developed or rehabilitated within one year of conveyance. Any housing initiative that is developed under this Infill Housing Initiative shall remain as affordable housing for at least ~~[[ten (10)]]~~ >>thirty (30) << years.

>>(d) Declaration of Restrictive Covenants

(1) Every dwelling unit required to be established pursuant to this article shall be offered for sale to qualified households to be used for his or her own primary residence. The County shall publish a pricing schedule of sales prices for dwelling units in accordance with this article.

(2) Any developer offering a dwelling unit for initial sale shall record in the public records one or more covenants or declarations of restrictions in a form approved by the County. Such covenants or declarations of restrictions shall include such arrangements, restrictive covenants, and resale restrictions as are necessary to carry out the purposes of this article. The developer must execute and record a declaration of restrictive covenants assuring that:

(i) the restrictions of this article shall run with the land for the entire control period;

(ii) the covenants will bind the applicant, any assignee, mortgagee, or buyer, and all other parties that receive title to or interest in the property. These covenants shall be senior to all instruments securing permanent financing; and

(3) Each qualified household purchasing a dwelling unit shall be required to record a mortgage in favor of Miami-Dade County. A promissory note shall be executed by each qualified household and secured by said mortgage. Said mortgage shall set forth the same covenants, along with the refinancing and resale restrictions as those included in the restrictive covenants required by this section.

(4) Dwelling units offered for sale during the initial or any control period shall not be offered for a price greater than the current

Draft 09-01-06

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DRAFT

Attachment IHP1

maximum dwelling unit sales price as determined by the Department at the time of sale.

(5) The price for subsequent resale of a dwelling unit shall be controlled for a period of twenty (30) years after the initial sale; however, a new twenty (30) year control period shall commence upon any resale and/or transfer to a new owner of such dwelling unit within the initial 30-year control period. Any dwelling unit that is owned for an entire 30 year control period by the same individual(s), shall be released from the sales price restrictions under the program. Upon the expiration of the control period the County shall record in the public records of Miami-Dade County an instrument or document releasing the dwelling unit from the restrictive covenant required by this program.

(6) A dwelling unit may not be resold during the control period set forth herein for an amount that exceeds the dwelling unit sales price set by administrative order. Prior to offering the dwelling unit for sale during the control period, the dwelling unit owner shall obtain the County's written approval of the dwelling unit sales price.

(7) The covenants recorded by each developer or other property owner of dwelling units shall state in said covenant that the unit is subject to the following provisions:

(i) The covenants shall be senior to all instruments securing permanent financing, and shall bind all assignees, mortgagees, purchasers and other successors in interest.

(ii) The total aggregate amount of principal and accrued interest for all financing secured by an individual upon his or her initial purchase of a dwelling unit shall not exceed 105% of the loan-to-value ratio. Any financing in excess of the lesser of (1) Department's maximum dwelling unit sales price at the time of closing; or (2) the property's appraised value shall not be secured by any interest in the applicable individual dwelling unit.

No sale, transfer or foreclosure shall affect the validity of the covenants except as expressly set forth in the provisions of this article.<<

Draft 09-01-06

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DRAFT

Attachment IHP1

Section 4. Section 17-124.1 of the Code of Miami-Dade County, Florida is hereby

created to read as follows:

>> **Sec. 17-124.1. Eligibility of households for infill dwelling units.**

Eligibility to purchase a dwelling unit shall be determined pursuant to an administrative order approved by the Board of County Commissioners and shall be based on household size and income. An eligible homebuyer must receive a certificate of qualification from the designated department of the County to become a qualified homebuyer, in accordance with the procedures prescribed by the administrative order.

Eligibility for continued ownership of a dwelling unit shall be contingent upon the qualified household's use of the dwelling unit as his or her primary residence. A qualified household that discontinues occupancy of the unit as his or her primary residence shall be in default of the mortgage recorded against the dwelling unit by the County.

Subject to the availability of funding, the County will provide affordable mortgages loans through the use of Sutax and SHIP funds to qualified homebuyers who purchase infill housing. In order to receive a mortgage loan, the qualified homebuyer must meet the eligibility requirements for the funding.<<

Section 5. Section 17-124.2 of the Code of Miami-Dade County, Florida is hereby

created to read as follows:

>> **Sec. 17-124.2. Affordability controls.**

(A) Initial sale.

(1) Every dwelling unit required to be established under this article shall be offered for sale to a low or moderate income eligible household to be used for his or her own primary residence.

(2) In order to assure the purpose of the infill program as set forth in Section 17-121, steps shall be taken by the County to assure that dwelling units constructed or rehabilitated in the Infill Target Areas are offered and sold to qualified households as follows: fifty percent (50%) of the dwelling units shall be affordable to low-income households and fifty percent (50%) of the dwelling units shall be affordable to moderate-income households.

Draft 09-01-06

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DRAFT

Attachment IHP1

(3) Sixty (60) days prior to offering any dwelling unit, the developer property owner shall notify the County of such offering. The notice shall set forth the number, size, price established by applicable administrative order, and location of the dwelling unit offered and shall provide a description of each dwelling unit's finishes and availability. The County may request additional information from the developer or other property owner as it deems necessary.

(4) Upon notification from the developer, the County shall make such notice available to eligible households through its web site and other locations designated by the County.

(5) If the County determines an eligible household qualifies for a dwelling unit, the County will issue a certificate of qualification declaring the household a qualified household. In order to receive a certificate of qualification, an eligible household must provide an affidavit that the dwelling unit will be its primary residence.

(5) A qualified household that has purchased a dwelling unit shall not lease said dwelling unit.

(6) Upon resale of a dwelling unit, each qualified household must first obtain a valid certificate of qualification from the prospective eligible household.

(B) Resale. Subject to the mortgage recorded against the dwelling unit in favor of the County, any qualified household that intends to sell his or her dwelling unit prior to the expiration of the control period shall provide written notification to the County pursuant to subsection (C) below.

(C) Control of resale prices

(1) The maximum sales price, with the exception of sales under order of court, permitted on resale of a dwelling unit shall be the lesser of:

(a) the maximum sales price for a dwelling unit as set by the Department at the time of resale to an eligible household; or

(b) the market value of the unit for sale; or

(2) The dwelling unit may be resold to any qualified household. Any qualified household that has purchased a dwelling unit shall notify the County in writing of his or her intent to offer the dwelling

Draft 09-01-06

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Attachment IHP1

unit for resale. The qualified household shall not sell the dwelling unit for an amount in excess of the allowable dwelling unit sales price.

(3) Before closing a sale, the seller of the dwelling unit shall submit to the County for approval (which approval shall not be unreasonably withheld or delayed):

(a) a copy of the proposed sales contract;

(b) a signed copy of the buyer's certification of qualification (if not provided by the Department); and

(c) an affidavit signed by the seller and the buyer attesting to the accuracy of all documents and conditions of the sale.

(4) No resale of a dwelling unit shall be considered to be in compliance with this article until all required documents and affidavits have been submitted to and approved by the Department.

(5) The County shall either approve or disapprove all required documents and affidavits in writing no later than five (5) business days after they are submitted to the County. The County's failure to issue such approval or disapproval within the required time period shall result in such documents and affidavits being deemed approved. If the County disapproves such documents or affidavits then the County shall provide the seller, in writing, with reasons for such disapproval and an opportunity to correct any deficiencies.

(D) Resale requirements during the control period.

The County Manager may adopt additional requirements for reselling dwelling units consistent with this article, including without limitation a requirement that within forty-eight (48) hours prior to closing, a seller submit to the Department for approval:

(1) a copy of the proposed sales contract, including a list and the price of any personal property included in the sale;

(2) a signed copy of the settlement sheet; and

(3) an affidavit signed by the seller and buyer attesting to the accuracy of all documents and conditions of the sale.

(E) Foreclosures and other proceedings.

Draft 09-01-06

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DRAFT

Attachment IHP1

(1) If any qualified household of a dwelling unit defaults on his or her mortgage with the County and said default is not cured within the applicable time periods, then the whole debt secured by said mortgage, with all interest thereon, and all other amounts thereby secured shall, at the option of the County, become immediately due and payable. In the event any qualified household of a dwelling unit fails to cure the default, the County shall have the right to legally enforce the term of the mortgage or collect the debt in any action at law, including but not limited to a proceeding in foreclosure. Any proceeds, including any expenses or expenditures incurred and recovered by the County, shall be deposited in the affordable housing trust fund. These funds shall not be commingled with any other funds deposited into the affordable housing trust fund that are not associated with the dwelling unit program, but shall be deposited into a separate account.

(2) In any suit, action or proceeding, including without limitation bankruptcy, probate or any other suit, action or proceeding affecting the dwelling unit, any monies recovered by the County shall be deposited into the affordable housing trust fund.

(3) Notwithstanding subsection E (1) and (2), in the event of default by a qualified household on any senior mortgage associated with a dwelling unit, the County Manager is authorized to pay off said senior mortgage and assume ownership of the dwelling unit by using funds from the affordable housing trust fund for resale to an eligible household. The defaulting qualified household shall be required to vacate the dwelling unit. The County Manager is further authorized to purchase any dwelling unit that is sold as a result of any suit, action or proceeding, including but not limited to foreclosure, bankruptcy, probate or any other suit, action or proceeding affecting the dwelling unit. The County Manager shall report each such purchase to the Board of County Commissioners at the next Board meeting following the month in which the dwelling unit is purchased.

Section 5. Section 17.125 of the Code of Miami-Dade County, Florida is hereby

amended as follows:

(a) *Private Property Owners.* The County may encourage private property owners to rehabilitate or redevelop their properties as infill housing through forgiveness of County liens as identified in section 17-126 of this article or through the availability of construction and rehabilitation loans. Subject to the availability of funding, the County will provide construction and rehabilitation loans to private property owners

Draft 09-01-06

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DRAFT

Attachment IHP1

who are determined to be eligible for such funding. >>In order to participate in the infill housing program, each private owner participating in the infill housing program shall record in the public records one or more covenants or declarations of restrictions in a form approved by the County as set forth in Section 17-124(d).<<

(b) *Qualified Community Development Corporations, Qualified Developers* >>and Other Qualified Not-For-Profit<<. Subject to the availability of funding, the County will provide construction and rehabilitation loans >>through the County's Surtax or SHIP programs,<< to qualified community development corporations>>,<< ~~[[and]]~~ qualified developers>>,&u>other qualified not-for-profits<< for the development of infill housing. In order to receive the construction or rehabilitation loan, the qualified community development corporation>>,<< ~~[[or]]~~ the qualified developer>>,&u>other qualified not-for-profits<< must meet the eligibility requirements for such funding.

~~[[*(c) Eligible Home Buyers.* Subject to the availability of funding, the County will provide affordable mortgages loans to home buyers who purchase infill housing. In order to receive a mortgage loan, the home buyer must meet the eligibility requirements for the funding.]]~~

Section 6. Section 17.126 of the Code of Miami-Dade County, Florida is hereby

amended as follows:

Sec. 17-126. Forgiveness of county liens.

(a) (1) Notwithstanding any other provision contained in the Code of Miami-Dade County, the Board of County Commissioners by resolution may release or satisfy any lien placed on a property>>,&u>whether public or privately owned,<< by the County or any of its agencies and instrumentalities if the property has been approved by the County Manager for the Infill Housing Initiative.

* * *

(b) The resolution releasing or satisfying the County lien(s) shall state that:

(1) The underlying property has been designated by the County Manager for use as infill housing;

(2) If the property is privately owned, the County lien or liens on the property shall not be released or satisfied until the >>private owner

Draft 09-01-06

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DRAFT

Attachment IHP1

records in the public records one or more covenants or declarations of restrictions in a form approved by the County as set forth in Section 17-124(d).<< [[certificates of occupancy or its equivalent is issued for the infill housing project]]]; and

* * *

Section 7. Section 17-128 of the Code of Miami-Dade County, Florida is hereby created to read as follows:

>>Sec. 17-128. Enforcement.

(a) The provisions of this article shall apply to all agents, successors and assignees of a qualified household.

(b) This article shall be enforceable in accordance with the provisions of Chapter 8CC of this code. Violations of this article shall also be punishable by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the county jail for a period not to exceed sixty (60) days, or by both such fine and imprisonment, in the discretion of the county court. Any continuing violations of the provisions of this article may be enjoined and restrained by injunctive order of the circuit court in appropriate proceedings instituted for such purpose.<<

Section 8. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 9. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention,

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Attachment IHP1

and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 10. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

Section 11. This ordinance does not contain a sunset provision.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Terrence A. Smith
Assistant County Attorney

Draft 09-01-06

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A.O. No.:
Ordered:
Effective:

**MIAMI-DADE COUNTY
ADMINISTRATIVE ORDER**

TITLE: INFILL HOUSING INITIATIVE

AUTHORITY:

Section 4.02 of the Miami-Dade County Home Rule Amendment and Charter, Article VII
Section 17-121 thru 17-127 of the County Code and Resolution No. R- 432-00.

DEPARTMENT RESPONSIBILITY:

Except as otherwise specified, the General Services Administration is charged with the overall responsibility of administering this Administrative Order.

SCOPE:

This Administrative Order establishes the process for implementation and management of the Infill Housing Initiative for Miami-Dade County. The procedures established to carry out the goals of the Infill Housing Initiative shall be referred to as the Infill Housing Program.

POLICY:

Article VII Section 17-121, et seq. of the Code of Miami-Dade County created a specific methodology for handling infill housing, including the identification of property; acquisition, transfer and sale of property; reversion of title to the County in the event of non-performance; forgiveness of liens; and, construction and rehabilitation loan provisions. The various activities necessary to carry out the goals of the Infill Housing Program are outlined in this document as well as the various agencies responsible for its implementation. This Administrative Order also directs the creation of the Affordable Housing Review Committee (AHRC) and the Affordable Housing Selection Committee (AHSC).

GOALS:

The purpose of the Infill Housing Initiative is to increase the availability of affordable homes for low and moderate income persons, redevelop urban neighborhoods by eliminating the blight of vacant lots and dilapidated or abandoned properties, to equitably distribute homeownership opportunities within the Infill Target Areas, and generate payment of ad valorem taxes. The Infill Housing Initiative shall encourage the sale or transfer of vacant, dilapidated or abandoned County-owned properties to qualified developers and community development corporations. The developers and community development corporations shall be required to build affordable homes to be sold to low and moderate income persons.

DEFINITIONS:

Affordable Housing: Housing where the annual mortgage payment, including taxes and insurance, does not exceed 30% percent of a low-moderate income household's gross annual income.

Buildable Land: A parcel of land for which a permit may be pulled without the need for a zoning variance.

Certificate of Qualification: A certificate issued by MDHA's Development Loan Administration Division (DLAD) or comparable County agency establishing that a household is qualified to purchase an affordable dwelling unit. Certificates of Qualification shall be valid for 12 months.

Control Period: The 30-year period during which the home must remain affordable. The control period begins at the time the initial home receives a certificate of occupancy.

Developer: Any person, firm, corporation, partnership, limited liability company, association, joint venture, community based organization, or any entity or combination of entities, excluding any governmental entity, that has agreed to build affordable housing through the Infill Housing Program.

County Property: Property that is owned by Miami-Dade County.

Dwelling Unit: A single family home (attached or detached) that can be sold for fee simple ownership.

Eligible Homebuyer: Any first time homebuyer who is a low-moderate income household as defined below.

Escheated: The issuance of a tax deed to the County pursuant to Florida Statute F.S. 197.502(8) transferring title to real property specifically as a result of non-payment of taxes.

Impact Fees: Fees for Road, Fire and Emergency Services, Parks, Police and Educational Facilities that are paid as pre-development costs to help fund the additional expenses required for services for new development.

Infill Development: The redevelopment of neighborhoods that are located within the infill target areas.

Infill Parcel: A parcel of land that is located within the infill target areas and is suitable for residential development of four (4) dwelling units or less (attached or detached).

Infill Target Areas: The infill target area shall encompass property located within the County's Urban Infill Area currently delineated as being east of, and including Northwest and Southwest 77 Avenue (and its theoretical extensions) including the Palmetto Expressway (SR 826), North of and including Southwest 232 Street, as well as areas designated as Urban Target Areas, including but not limited to, Carol City, Coconut Grove, Florida City, Goulds, Leisure City, Liberty City, Little Haiti, Model City/Brownsville, Naranja, Opa-Locka, Overtown, Perrine, Princeton, Richmond Heights, South Miami, Southwest Homestead, West Little River, 27th Ave. Corridor, and 183rd St. Corridor.

Liens: Encumbrances placed on property by the government for failing to maintain property or pay for services rendered, i.e. lot clearing, trash pick up, demolition of unsafe structure, etc.

Low Income Household: Those households whose total annual adjusted gross income is between 50% and 80% percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade County, whichever is greater as defined by HUD.

Moderate Income Household: Those households whose total annual adjusted gross income is between 81% and 120% percent of the median annual adjusted gross income for households within the metropolitan statistical area (MSA) or, if not within an MSA, within Miami-Dade County, whichever is greater as defined by HUD.

Not-For-Profit Organization: An organization that is registered as a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and has been organized for the purposes of promoting community interest and welfare.

Qualified Homebuyer: An eligible homebuyer who has received a Certificate of Qualification from MDHA's Development Loan Administration Division (DLAD) or comparable County agency.

State Housing Initiative Partnership (SHIP): State funding in the form of low-interest loans that can be made available to developers of affordable housing and first time homebuyers.

Surtax Funds: Pursuant to F.S. 125.0167, the State is authorized to charge a discretionary surtax in Miami-Dade County for commercial property documents for the purpose of establishing and financing a Housing Assistance Loan Trust Fund to assist in the financing of construction, rehabilitation, or purchase of housing for low-income and moderate-income families. Surtax is collected by the state's Department of Revenue and all proceeds are returned to the County. MDHA receives 92% of the surtax while the Metro Miami Action Plan (MMAP) receives 8%. At least 75% of surtax funds are for the benefit of low-income families (80% of area median income) and 25% allocated for moderate income families (80% to 140% of area median income). These funds may be used for construction (limited to 50% of the revenue), rehabilitation and purchase of housing, collection and enforcement costs, and for matching federal grants.

Variance: Zoning action that permits use of land other than what is prescribed by the zoning regulations and can include change in permitted density, setback lines, frontage requirements, subdivision regulations, height limitations, lot size restrictions, yard requirements and other issues which have no relation to change in the use of the property.

ROLES AND RESPONSIBILITIES:

General Services Administration (GSA): As the County's official real property asset management agency, the Department of General Services Administration (GSA) is responsible for overseeing the Infill Housing Program and implementing the established procedures.

Housing Finance Authority (HFA): HFA provides low-interest rate mortgages and financial assistance to first-time low and moderate income homebuyers. In coordination with its non-profit partner, Miami Dade Affordable Housing Foundation, Inc., the HFA also provides homebuyer education and certification.

Miami-Dade Housing Agency (MDHA): MDHA is responsible for providing funding assistance in the form of mortgages to eligible homebuyers and construction loans to developers of affordable housing and qualifying eligible homebuyers.

Metro Miami Action Plan (MMAP): MMAP administers the Homeownership Assistance Program (HAP) which provides low and moderate income families with down payment and closing cost assistance.

Office of Community and Economic Development (OCED): (OCED) administers Federal and State funding that supports the development of viable urban neighborhoods in Miami-Dade County characterized by decent housing, expansion of economic opportunities and the preservation of historic properties.

Affordable Housing Review Committee (AHRC): The Affordable Housing Review Committee's role is to review lots to determine whether they are suitable for infill and/or affordable housing development. A subcommittee of the AHRC will review and make determinations on requests for timeline extensions by developers and community development corporations; and hear appeals on staff actions to take back title to property conveyed under the infill housing process.

Affordable Housing Selection Committee (AHSC): The Affordable Housing Selection Committee's role is to establish the minimum qualifications required to participate in the Infill Housing Program and select the developers through a competitive process.

PROGRAM INCENTIVES:

Availability of County Property: The County will make available buildable land to qualified developers, free and clear of all liens, at below market rate prices.

Impact Fee Exemptions or Refunds: New homes that are constructed through the Infill Housing Program qualify to have impact fees for road, fire and emergency services, parks and police services refunded after the home has been completed and sold to a qualified affordable home buyer or exempted with the recording of a restrictive covenant on the property stating that the property will remain affordable during the control period.

Building Permit Expedite Process: Building permit applications for homes being built through the Infill Housing Program, qualify for the Building Department's expedite process. The developer must provide the Building Department written proof that the home is being built through the Infill Housing Program.

Financial Assistance: Various County agencies including MDHA/DLAD, OCED, HFA and MMAP offer financial assistance to qualified homebuyers and affordable housing developers in the form of forgivable low interest loans using Surtax, SHIP, CDBG, HOME and other applicable funds.

Lien Releases: County liens placed on private property prior to the developer purchasing the lot may be released, provided the developer agrees to build the home in accordance with the Infill Housing Program Guidelines and proffers all of the required restrictive covenants.

THE INFILL HOUSING PROGRAM PROCESS:**Identifying Lots**

GSA will regularly review its inventory of County property to identify lots that may be suitable for infill housing. Property that is located in the infill target areas and is appropriately sized, residentially zoned, designated for residential use in the County's Land Use Map, or located adjacent to residential uses will be presented to the Affordable Housing Review Committee (AHRC) for action. Market conditions of the surrounding area shall also be taken into consideration when determining whether the property should be presented to the AHRC.

Functions of the AHRC

The Affordable Housing Review Committee (AHRC) will review small lots to determine whether they are suitable for infill housing development. The role of the AHRC is to review all County property identified by GSA as having the potential of being developed with affordable housing. The AHRC reviews property to determine whether it meets the minimum requirements for development and if it does not, makes recommendations on what needs to be done to make the property buildable and forwards it for corrective action to the appropriate agency, as appropriate. GSA will coordinate any requisite modification with the appropriate agency.

AHRC is chaired by GSA's Assistant County Manager, and is comprised of representatives from various County agencies including General Services Administration, Planning and Zoning, Public Works, Environmental Resources Management, Water and Sewer, Building, Miami-Dade Housing Agency, Community and Economic Development, Team Metro and any other department deemed necessary to review lots being considered for infill housing. This committee shall review the lots and make one of the following determinations:

1) Appropriate for Infill Development

A property or parcel located in the infill target areas which can be developed with four units or less.

2) Appropriate for Affordable Housing Development

A property, or parcel, that can be developed with more than four units, regardless of its location.

3) Not Appropriate for Infill nor Affordable Housing development

Properties determined by AHRC as unsuitable for housing development. Such parcels will be addressed through the surplus process as dictated by Administrative Order 8-4.

AHRC will also review applications for time extensions to complete homes from developers who have received property from the County. Consideration for time extensions will be based on specific problems encountered in the development process which must be substantiated with documentation. The decision of the AHRC shall be binding and not subject to an appeal process.

Selecting Qualified Developers:

Infill housing developers will be selected through a Request for Qualifications (RFQ) process. The RFQ will clearly state the minimum requirements a developer must have to participate in the Infill Housing Program including, but not be limited to the following:

- 1) Experience building affordable housing.
- 2) Past performance on similar County projects
- 3) Financial capacity to build the homes.

Selection of the qualified developer pool will be made by the Affordable Housing Selection Committee (AHSC). The AHSC members will be appointed by the County Manager and will be comprised of representatives from GSA, MDHA, OCED and any other department deemed necessary. The County Attorney's Office shall serve as legal advisor to the AHSC.

Availability of County-Owned Property:

The County will make available County-owned property to the pool of qualified developers, through a rotational and/or competitive process. Said process should encourage a mix of housing prices and targeted income levels, as well as quality home design. Consideration for award should also take into account status of lots previously awarded to the developer and the developer's past performance in the Program.

Closing Process on Sale or Conveyance of County-Owned Property:

Prior to closing on the sale of the lot, GSA will satisfy any outstanding special assessments on the property and ensure that all liens, citations, tickets, violations, have been removed from the property. The developer will receive a County Deed that contains the following restrictions:

- 1) That the property must be developed with an affordable home(s)
- 2) That the home(s) must be sold to an eligible homebuyer
- 3) The length of time the developer has to build the home(s)
- 4) That the property will revert to the County if the developer does not comply with the restrictions.

If the developer is unable to complete the home within the timelines prescribed in the County deed, he/she may submit a "Request for Extension" application to GSA. GSA will then convene the AHRC, or a subcommittee thereof, who will review the request and make a determination as to whether the circumstance warrants an extension. In no event will the developer be granted more than a one-year extension. If the request is denied, the owner/developer will be required to convey the property back to the County. Failure to convey the property back will result in a lien against the property and potential legal action against the developer.

Additionally, the developer will be required to sign a declaration of restrictive covenants running with the land, approved in form by the Director of GSA and sufficient for recording in the public records of Miami-Dade County, Florida, encumbering the individual property or properties, specifying the restrictions of the property and such further arrangements, restrictive covenants, and resale restrictions as are necessary, and shall include the following:

- 1) A binding commitment that the restrictions of the Code shall run with the land for the entire control period, and
- 2) A binding commitment that the covenants will bind the developer, any assignee, mortgagee, or buyer, and all other parties that receive title to or an interest in the property, and
- 3) These covenants shall be senior to all other liens or encumbrances on the property including all instruments securing permanent financing, except that tax and assessment liens shall be superior to these covenants, and
- 4) A binding commitment that incorporates all terms and conditions regarding any dwelling unit built in accordance with the Code, including without limitation, eligibility standards, appropriate sale price standards and affordability controls required of purchasers of said dwelling unit.
- 5) A binding commitment not to convey any interest in the property during the Control Period without the prior written approval of the County.
- 6) A permanent right of first refusal, in favor of Miami-Dade County, to purchase the home in the event of a resale.

Private Lots:

The County may encourage private property owners to rehabilitate or redevelop their properties as infill housing through the forgiveness of liens and other incentives offered through the Program. There will be an application process to review the lots and determine whether they fall within the target areas. Once approved, private property owners will also be required to proffer the aforementioned restrictive covenant. Once the covenant is proffered, the lot will qualify to have County liens on the property mitigated, at the discretion of the responsible County department.

MONITORING CONSTRUCTION:**Approval of Building Plans:**

Prior to obtaining a building permit, the architectural plans for the home must be approved by GSA to insure that they comply with the Minimum Infill Architectural and Space Requirements. A building permit will not be issued for the home unless the plans are first approved by GSA or the developer utilizes a "Cookie Cutter" design provided by GSA. GSA will closely monitor the progress of the home and will conduct regular inspections of the site. Additionally, GSA will assign an ombudsman to assist developers in resolving problems between the developer and the regulatory agencies.

SALE OF HOME**General**

Every dwelling unit created as a result of the Infill Housing Program shall be offered for sale to a qualified household to be used for his or her own primary residence. The County, through MDHA, shall publish a pricing schedule of sales prices for the dwelling unit.

Income Range of Applicants to be Served

Each eligible household's income must meet the income limits at the time of receipt of a certificate of qualification. The following income limit table shall be applied to determine eligibility and shall be updated based on adjustment of income limits from the United States Department of Housing and Urban Development (HUD):

**2006
INCOME LIMITS
Adjusted for Family Size**

FAMILY SIZE	30% AMI Minimum	50% AMI Maximum	80% AMI Minimum	100% AMI Maximum
1	11,750	19,550	31,300	39,100
2	13,400	22,350	35,750	44,700
3	15,100	25,150	40,250	50,300
4	16,750	27,950	44,700	55,900
5	18,100	30,200	48,300	60,400
6	19,450	32,400	51,850	64,800
7	20,750	34,650	55,450	69,300
8	22,100	36,900	59,000	73,800

Certification of Qualified Households :

Upon receipt of a developer's written notification of the availability of a dwelling unit for sale, The Miami Dade Housing Agency (MDHA) shall make such notice available to eligible households through its web site and shall post the listing in MDHA's facilities and other designated locations throughout the County.

Prospective eligible homebuyers shall be directed to MDHA for eligibility determination as a low to moderate income affordable housing family. Developers will also refer potential homebuyers with a copy of their sales contract, to MDHA for eligibility as an affordable housing family. MDHA shall determine the eligibility of each prospective household based upon the income limits table described herein; at the same time the homebuyer's will also be pre-qualify for mortgage financing. MDHA shall obtain from each eligible household the following documents , including but not limited to:

- 1) Recent income tax returns
- 2) Recent pay stubs
- 3) Evidence of Miami-Dade County Residency or Employment
- 4) Dwelling unit sales contract (if applicable)

A certificate of qualification will be issued to a low to moderate income affordable housing family, upon determination of eligibility, as well as, the pre-qualification letter for mortgage financing. MDHA shall forward a copy of the certificate of qualification and pre-qualification letter for mortgage financing to the developer or other property owner and GSA/Infill Housing Unit.

Each qualified household purchasing a dwelling unit shall be required to record a mortgage in favor of Miami-Dade County. MDHA shall use either Surtax or SHIP funds to said mortgages. A promissory note shall be executed by each qualified household and secured by said mortgage. Said mortgage shall set forth the same covenants along with the refinancing and resale restrictions as those included in the restrictive covenants required by the code. Said mortgages shall be forgivable based on the period of time a qualified household remains in the dwelling unit.

Resale of Home:

Any eligible homebuyer that intends to sell his or her dwelling unit prior to the expiration of the control period shall provide written notification to MDHA. Upon receipt of said written notification, MDHA shall determine the maximum sales price for the dwelling unit. The dwelling unit shall be resold to an eligible household at no more than the pre-determined sales price. Before closing a sale, the seller of the dwelling unit shall submit to MDHA for approval (which approval shall not be unreasonably withheld or delayed):

- 1) A copy of the proposed sales contract;
- 2) A signed copy of the buyer's certification of qualification (if not provided by MDHA); and
- 3) An affidavit signed by the seller and the buyer attesting to the accuracy of all documents and conditions of the sale.
- 4) No resale of a dwelling unit shall be considered to be in compliance with the Code until all required documents and affidavits have been submitted to and approved by MDHA.

No resale of a dwelling unit shall be considered to be in compliance with the Code until all required documents and affidavits have been submitted to and approved by the MDHA

MDHA shall either approve or disapprove all required documents and affidavits in writing. If MDHA disapproves such documents or affidavits then the MDHA shall provide the seller, in writing, with reasons for such disapproval and an opportunity to correct any deficiencies.

Notwithstanding the provisions set forth herein, any dwelling unit that is owned for an entire control period by the same individual(s) shall be released from the sales price restrictions under the program. Upon the expiration of the control period the County shall record in the public records of Miami-Dade County an instrument or document releasing the dwelling unit from the restrictive covenant required by this program.

ENFORCEMENT ACTIONS:

In the event it is determined that any owner, developer or buyer participating in the Infill Housing Program has violated any of the restrictions in the deed or covenant, staff shall notify the County Attorney's Office who will initiate civil action against the party. Said violations may be punishable by a fine not to exceed \$500.00 or by imprisonment in the county jail for a period not to exceed sixty 60 days, or by both such fine and imprisonment, in the discretion of the county court. Any continuing violations of the provisions of this article may be enjoined and restrained by injunctive order of the circuit court in appropriate proceedings instituted for such purpose.

This Administrative Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

George M. Burgess
County Manager

REQUEST FOR QUALIFICATIONS

FOR

MIAMI DADE COUNTY
AFFORDABLE HOUSING DEVELOPER POOL

RFQ No. _____

PROPOSALS ARE DUE AT
THE ADDRESS SHOWN BELOW
NO LATER THAN:

AT

THE CLERK OF THE BOARD
STEPHEN P. CLARK CENTER
111 NW 1ST STREET,
17TH FL, SUITE 202
MIAMI, FLORIDA 33128

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS SOLICITATION AT THE OFFICE OF THE CLERK OF THE BOARD, ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE COUNTY WILL IN NO WAY BE RESPONSIBLE FOR ANY DELAYS CAUSED BY THE UNITED STATES MAIL DELIVERY OR CAUSED BY ANY OTHER OCCURRENCE.

PRE-PROPOSAL CONFERENCE

TO BE HELD ON:

AT

MIAMI DADE COUNTY
DEPARTMENT OF GENERAL SERVICES ADMINISTRATION
111 NW 1 STREET, 18-
MIAMI, FLORIDA

MS. ELVA R. MARIN
GSA REAL ESTATE MANAGER
TELEPHONE: (305) 375-5754 FAX: (305) 375-1157

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY IN ITS PROGRAMS OR SERVICES.

TABLE OF CONTENTS

1.0	Overview and Qualifications Submission Procedures	4
1.1.	RFQ Timeline	
1.2.	RFQ Availability	
1.3.	Qualifications Submission	
1.4.	Pre-Proposal Conference	
1.5.	Cone of Silence	
1.6.	Other Requirements	
2.0	Scope of Services	13
3.0	Qualifications Submission Format	16
4.0	Evaluation/Selection Process	18

Attachments:

Form A-1	Cover Page for Qualifications Submission
Form A-3	Acknowledgment of Addenda
Form A-9	Code of Business Ethics

DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contractor" or "Consultant" to mean the Proposer that receives any award of a Contract from the County as a result of this Solicitation, which is also to be known as "the prime Contractor" or "the prime Consultant".
- b) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- c) The words "Proposer", "Submitter" or "Respondent" to mean the person, Proposers, entity or organization submitting a response to this Solicitation.
- d) The words "Proposal" or "Qualifications Submission" used interchangeably to mean the documentation presented by Proposers in response to this RFQ.
- e) The words "Pool" or "Pool Members" to mean qualified Proposers selected as a result of this solicitation.
- f) The words "Scope of Services" or "Scope of Work" to mean Section 2.1 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
- g) The word "Solicitation" to mean this Request For Qualification (RFQ) or Request For Proposal (RFP) or Request For Information (RFI) or other Solicitation document, and all associated addenda and attachments.
- h) The words "Subcontractor" or "Subconsultant" to mean any person, Proposers, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.
- i) The words "Work", "Services", "Program", "Project" or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- j) The words "Development Proposal" to mean the documentation presented by Pool Members in response to an Solicitation (SOLICITATION) request.
- k) The words "Development Proposal Request" to mean the solicitation document requesting proposals from Pool Members.

SECTION 1.0

RFQ OVERVIEW AND QUALIFICATIONS SUBMISSION PROCEDURES

1.1. INTRODUCTION/BACKGROUND

Miami Dade County hereinafter referred to as the "County," is seeking proposals from interested parties to submit their qualifications and experience in developing affordable housing in Miami-Dade County. Selected Proposers will be entered into a pool of affordable housing developers who will be invited to submit bids for County land through the County's Infill Housing Initiative or any other County Initiative to develop affordable housing. It is the County's intention to solicit qualification statements from as many Proposers as are interested, to verify all information supplied, to evaluate submissions, and to create a Pool of qualified affordable housing developers. This RFQ will culminate in establishing a Pool for a three-year period. At its sole discretion, the County may elect to extend the Pool for up to two, one-year periods.

Membership in the Pool is a prerequisite for obtaining opportunities to present proposals for projects selected for this Pool. However, there is no guarantee that any or all Pool members will obtain work through this Pool. When projects arise, the County will invite eligible members of the Pool. Eligible members wishing to participate on a project to submit proposals per the instructions of the bid document. The Affordable Housing Selection Committee will evaluate and recommend award based competitively on capacity, experience and familiarity with developing affordable housing in low-to-moderate income communities throughout Miami-Dade County.

The County reserves the right to request additional support documentation to clarify a proposal, to reject all proposals submitted and to begin the process anew. The final proposals are due in the **Clerk of the Board no later than 4:00 pm. (Local Time) (insert date)** Proposals received after the submission deadline and those failing to comply with instructions will not be considered.

Minority individuals and minority business enterprises, women and women business enterprises should have the maximum opportunity to participate in any and all components of the services to be provided. A consideration in our evaluation process will be the participation of minority and women owned businesses.

1.2 RFQ TIMETABLE

The anticipated schedule for this RFQ and contract approval is as follows:

RFQ available for distribution:	(Insert Date)
Pre-Proposal Conference:	(Insert Date)
Location:	Miami Dade County 111 NW 1 Street, 18- Miami, FL 33128
Deadline for receipt of questions:	(Insert Date)

Deadline for receipt of qualifications: (Insert Date)
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor,
Miami, Florida 33128

Evaluation/Selection process: (Insert Date)

Oral presentations, if conducted: TBD

Preliminary decision made by: (Insert Date)

Decision Ratified by Board: (Insert Date)

1.3 RFQ AVAILABILITY

Copies of this solicitation package can be obtained through the County, 111 NW 1 Street, 24th Floor, Miami Florida, between the hours of 8:00 am – 5:00pm. Telephone number: (305) 375-1150. Proposers or Respondents who obtain copies of this Solicitation from sources other than the County risk the potential of not receiving addenda, notice of changes, etc., since their names will not be included on the list of Proposers participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks (see Section 1.8.1.)

1.4 QUALIFICATIONS SUBMISSION

All qualifications submissions must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing. All proposals must be typed in 12-point font. The original document package must not be bound and the document package copies should be individually bound. **An unbound one-sided original and 7 bound copies (a total of 8) of the complete qualifications submission must be received by the deadline for receipt of qualifications submission specified in this RFQ Timetable (see Section 1.2).** The original and all copies must be submitted in a sealed envelope or container stating on the outside the Respondent's name, address, telephone number, the RFQ number, RFQ title, and qualifications submission due date to: **The Clerk of the Board, 111 NW 1st Street, 17th Floor, Suite 202, Miami, FL 33128.**

Hand-carried qualifications submissions may be delivered to the above address **ONLY** between the hours of 9:00 a.m. and 4:00 p.m., Mondays through Fridays, excluding holidays observed by the County. Electronic facsimile, emailed, or other electronically transmitted copies of proposals will **NOT** be accepted. Proposals delivered to the County office will **NOT** be accepted. Respondents are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Qualifications submissions must be signed by an authorized officer of the Respondent who is legally authorized to enter into a contractual relationship in the name of the Respondent. The submittal of a qualifications submission by a Respondent will be considered by the County as constituting an offer by the Respondent to participate in the Pool process.

1.5 PRE-PROPOSAL CONFERENCE

A pre-proposal conference has been scheduled for **the date, time and place specified in this RFQ Timetable** (see Section 1.2). Attendance is recommended but not mandatory. Respondents are requested to inform the RFQ Contracting Officer of the number of persons expected to attend no later than 24

hours before the scheduled date. Respondents are encouraged to submit any questions in writing to the RFQ Contracting Officer (see Section 1.6) in advance of the pre-proposal conference, and/or asked at the pre-proposal workshop. Specific proposal questions should be faxed to (305) 372-7629. The faxed questions should be marked to the attention of: **Ms. Elva R. Marin, GSA Real Estate Manager**, Electronic facsimile requesting additional information must have a cover sheet which includes, at a minimum, the Proposer's name, address, number of pages transmitted, phone number and facsimile number. All questions must be received by 4:00 p.m., (Insert Date) at the County's address. All questions submitted prior to the workshop will be addressed at the pre-proposal workshop, others will be sent in writing to the address furnished by the participant.

1.6 CONE OF SILENCE

You are hereby advised that this RFQ is subject to the "Cone of Silence," in Accordance with Ordinance 98-106 of Miami Dade County. A "Cone of Silence" is imposed upon this RFQs after advertisement and terminates at the time the Chairperson of the County issues a written recommendation to the Board of the County. The Cone of Silence prohibits communication regarding RFPs, RFQs or bids between potential vendors, service providers, bidders, lobbyists or consultants and the County's professional staff.

The provisions of this section do not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly notice public meetings, public presentations made to the County's Board during any duly noticed public meeting or communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ or bid document. Respondents must file a copy of any written communications with the County Contracting Officer for this RFQ, which shall be made available to any person upon request. The County shall respond in writing, which shall be made available to any person upon request.

In addition to any other penalties provided by law, violation of this section by any respondent shall render any RFQ award voidable. Any person having personal knowledge of a violation of this Ordinance shall report such violation to the State Attorney and/ or may file a complaint with Ethics Commission.

1.7 OTHER REQUIREMENTS

1.7.1 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and received by the County's Contracting Officer for this RFQ, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the RFQ Timetable (see Section 1.2). The request must contain the RFQ number and title, Respondent's name, name of Respondent's contact person, address, phone number, and facsimile number.

Electronic facsimiles requesting additional information will be received by the RFQ Contracting Officer at the fax number specified in Section 1.7.1. Facsimiles must have a cover sheet which includes, at a minimum, the Respondent's name, name of Respondent's contact person, address, number of pages transmitted, phone number, facsimile number, and RFQ number and title.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the qualifications submission due date. Respondents should not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any

addenda issued, the last addendum issued shall prevail.

It is the Respondent's responsibility to assure receipt of all addenda. The Respondent should verify with the designated RFQ Contracting Officer prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their qualifications submission (**see attached Form A-3**).

Respondents who obtain copies of this RFQ from sources other than the County risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFQ. Such Respondents are solely responsible for those risks.

The Contracting Officer for this RFQ is:

Name and Title:	Elva R. Marin, GSA Real Estate Manager
Name of Agency:	Miami Dade County General Services Administration
Address:	111 NW 1 Street, Suite 2460
	Telephone: (305) 375-1150
	Fax: (305) 375-1157

1.7.2 QUALIFICATIONS SUBMISSION GUARANTEE DEPOSIT

No Qualifications Submission Guarantee Deposit is required for this RFQ.

1.7.3 MODIFIED PROPOSALS

A Respondent may submit a modified qualifications submission to replace all or any portion of a previously submitted qualifications submission up until the qualifications submission due date. The Affordable Housing Selection Committee will only consider the latest version of the qualifications submission.

1.7.4 WITHDRAWAL OF QUALIFICATIONS SUBMISSION

Qualifications submissions shall be irrevocable until contract award unless the submission is withdrawn. A qualifications submission may be withdrawn in writing only, addressed to the County contact person for this RFQ (in accordance with Section 1.7), prior to the submission due date or upon the expiration of ONE HUNDRED EIGHTY (180) calendar days after the opening of the qualifications submission.

1.7.5 LATE QUALIFICATIONS SUBMISSION, LATE MODIFICATIONS AND LATE WITHDRAWALS

Qualifications submissions received after the submission due date are late and will not be considered. Modifications received after the submission due date are also late and will not be considered. Letters of withdrawal received either after the submission due date or after contract award, whichever is applicable, are late and will not be considered.

Qualifications submissions will be opened promptly at the time and place specified. Qualifications submissions received after the first submittal has been opened will not be opened and will not be considered. The responsibility for submitting a qualifications submission to the County on or before the stated time and date is solely and strictly the responsibility of the Respondent. The County is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

1.7.6 RFQ POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all qualifications submissions; re-advertise this RFQ; postpone or cancel, at any time, this RFQ process; or waive any irregularities in this RFQ or in the proposals received as a result of this RFQ.

1.7.7 COSTS INCURRED BY RESPONDENTS

All expenses involved with the preparation and submission of qualifications to the County, or any work performed in connection therewith, shall be borne by the Respondent(s). No payment will be made for any responses received, or for any other effort required of or made by the Respondent(s) prior to commencement of work as defined by a contract approved by the governing Board of the County.

1.7.8 ORAL PRESENTATIONS

The County may require Respondents to give oral presentations in support of their qualifications submission or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in this **RFQ Timetable** (see **Section 1.2**).

1.7.9 NEGOTIATIONS

Negotiations will not be entered in selecting the Pool membership. See, however, Section 2.4 concerning negotiations as part of the Solicitation award process.

1.7.10 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

1.7.11 REVIEW OF QUALIFICATIONS SUBMISSIONS FOR RESPONSIVENESS

Each qualifications submission will be reviewed to determine if the submission is responsive to the requirements outlined in the RFQ. A responsive submission is one which follows the requirements of the RFQ, includes all documentation, is submitted in the format outlined in the RFQ, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a qualifications submission being deemed non-responsive.

1.7.12 CRIMINAL CONVICTION

Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the MDET. Accordingly, Criminal Record Affidavit forms are available upon request at Department of Procurement Management/Vendor Information Center at (305) 375-5773 for those individuals or Proposers requesting to disclose this information only.

1.7.13 INSPECTOR GENERAL REVIEWS**A. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW**

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this RFP be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

B. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

Miami-Dade County has established the Office of Inspector General which is empowered to perform random audits on all County contract throughout the duration of each contract. The cost of the audit for this Contract shall be $\frac{1}{4}$ of 1% of the total contract amount which cost proposer agrees is included in the total proposal amount. The audit cost will be deducted by the County from progress payments to the [Contract/Vendor/Consultant]. Accordingly, the proposer is required to include the audit cost in the proposal submitted for this Contract. The audit cost shall also be included in all change orders to the Contract and all contract renewals and extensions.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health County programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity for and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, proposal specifications, proposal submittals, activities of the [Contractor/Vendor/Consultant], its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

1.7.14 FAIR SUBCONTRACTING POLICIES (Ordinance 97-35)

All selected proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;

- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the proposer to discuss the proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the proposer's stated objectives.

All proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

1.7.15 QUARTERLY REPORTING WHEN SUB-CONTRACTORS ARE UTILIZED

Proposers are advised that when subcontractors or sub consultant are utilized to fulfill the terms and conditions of this contract, Miami-Dade County Resolution No. 1634-93 will apply to this contract. This resolution requires the selected Proposer to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to Black, Hispanic and Women-Owned businesses performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

1.7.16 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

FORM A-6.1, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF ORDINANCE NO. 97-104, MUST BE COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING ON FORM A-6.1 IN THOSE INSTANCES WHERE NO SUBCONTRACTORS OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.

1.7.17 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of

their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

1.7.18 COLLECTION OF FEES, TAXES AND PARKING TICKETS AFFIDAVIT

In accordance with Section 2-8.1 (c) of the Miami-Dade County Code, and as amended by County Ordinance No. 95-198, the Proposer shall certify that all delinquent and currently due fees, taxes and parking tickets have been paid (see attached Form). To verify or satisfy all delinquencies and Currently dues fees, taxes and parking tickets, contact the Miami-Dade County Tax Collector's Division at (305) 375-5762.

1.7.19 CODE OF BUSINESS ETHICS

Each person or entity that seeks to do business with the County shall have or shall adopt a Code of Business Ethics which must include the provisions as outlined in Miami-Dade County's Resolution R-994-99 (see attached Form A-12).

1.7.20 BANKRUPTCY

Any Respondent who, at the time of qualifications submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, may be non-responsive.

1.7.21 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the **Clerk of the Board at (305) 375-5126.**

SECTION 2.0 - SCOPE OF SERVICES

2.1 INTRODUCTION/BACKGROUND

The purpose of this RFQ is to establish a Pool of pre-qualified developers with applicable expertise to develop affordable housing. The County is requesting Qualifications from experienced individual(s), group(s), or company(ies), etc., hereinafter referred to as "Proposers," who are interested in opportunities to develop affordable housing on County-owned land by agreement with the County. It is the County's intention to solicit qualification statements from as many Proposers as are interested, to verify all information supplied, to evaluate submissions, and to create a Pool of qualified affordable housing developers.

Membership in the Pool is a pre-requisite to receiving land from the County for the development of affordable housing, particularly through the County's Infill Housing Initiative. There is no guarantee that any or all Pool members will obtain work orders through this process. When projects arise, the County will make available, through a Solicitation process, land to eligible members of the Pool. The Solicitation will include the specific project required by the County. Eligible Pool Members shall respond to the Solicitation by submitting proposals per the instructions in the Solicitation document.

2.2 SERVICES REQUESTED

The focus of the County is to make available County-owned land to developers who have experience in developing affordable housing for low-moderate income families. Members of the Pool will assist the County in moving forward the County's Infill Housing Initiative and any other affordable housing initiative. To qualify for the Pool developers shall meet the following qualifications:

- 1. A minimum of three years experience as a home builder in the Tri-County area.**
- 2. The completion of a minimum of ten affordable housing residential units in Miami-Dade County.**
- 3. Knowledge of local subsidies available to developers and homebuyers.**
- 4. Financial capacity to build multiple units at one time.**

2.3 STRUCTURE AND TERM OF POOL

The County anticipates maintaining the Pool for three (3) years, with the option of two one-year extensions. At the County's discretion, members may be dropped from the Pool for lack of participation, which shall include failure over a reasonable time to respond to bids offered through the Pool. Should the number of members fall below three (3), the County may replenish the Pool with Proposers that met the original threshold score, but placed as runners-up in the Pool's evaluation/selection process.

Selected Proposers will be required to sign an agreement with the County in order to be accepted into the Pool. The agreement will include general legal and administrative provisions, in addition to required County affidavits, and may be updated periodically to reflect new County requirements. Selection to the Pool alone does not guarantee award of bids and does not provide for exclusive rights to County development projects.

2.4 SOLICITATION PROCESS

After selection into the Pool, members will participate in the following process:

2.4.1 SOLICITATIONS

Membership in the Pool is a prerequisite for being allowed to respond to Solicitations to acquire County-owned land through the County's Infill Housing Initiative or any other bid process that relates to the development of affordable housing on County-owned land. **There is no guarantee that any or all Pool members will be awarded land through this Pool.**

2.4.2 EVALUATION/SELECTION CRITERIA

The Affordable Housing Selection Committee (AHSC), appointed by the County Manager, will evaluate and score all responsive Solicitations received from the Pool participants using methods described

in the Solicitation document. In general the evaluation/selection from the Pool participants will be based on the following criteria: price of the home(s), length of time to complete the home(s), home amenities and targeted income level of family, status of lots previously awarded to developer.

2.4.3 ORAL PRESENTATIONS

During the Solicitation process, members who submit proposals to the Solicitation may be required to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

2.4.4 NEGOTIATIONS

The County may award land on the basis of the initial offers received, without discussions. However, the County reserves the right to enter into negotiations with the selected Proposer. If the County and the selected Proposer cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with subsequently selected Proposer. This process will continue until a development agreement has been executed or all Proposals have been rejected. No Proposer shall have any rights against the County arising from such negotiations. .

SECTION 3.0 - QUALIFICATIONS SUBMISSION FORMAT

3.1 INSTRUCTIONS TO PROPOSERS:

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

3.2 CONTENTS OF QUALIFICATIONS SUBMISSION:

The qualifications submission shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. Qualifications submissions must include the following information:

1) Cover Page

The attached **Form A-1** is to be used as the cover page for the submittal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the qualifications submission.

2) Table of Contents

The table of contents should outline in sequential order the major areas of the qualifications submission. All pages of the submittal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3) Experience/Qualifications of the Organization

Proposers must identify in this section their organization's qualifications reflecting their ability to provide the types of services requested in this RFQ.

1. Describe the Proposer's past performance and experience in building affordable housing and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
 2. Provide detailed descriptions of each affordable home that he/she has built in Miami-Dade County.
 3. List any and all homes built during the past three years using local, state, or federal subsidies.
 4. Describe methods used to finance the construction of the homes and bonding capacity.
- 5) Qualifications of Key Personnel and Subcontractors Performing Services
- (a) Proposer shall provide an organization chart showing all individuals, including their titles, who may be assigned to projects resulting from this RFQ. This chart must clearly identify the Proposer's employees and those of subcontractors or sub consultants, as applicable.
 - (b) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals and subcontractors or sub consultants who may be assigned to projects resulting from this RFQ. This information shall include the functions to be performed by the key individuals and the subcontractors or sub consultants.
 - (c) Provide resumes with job descriptions and other detailed qualification information on all key personnel who may be assigned to projects, including any subcontractors or sub consultants. All key personnel include all partners, managers, seniors and other professional staff that may perform work and/or services on projects.

Note: After qualification submission, but prior to the award of any contract issued as a result of this RFQ, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its qualifications submission.

- 6) Proposer's Project Management Structures and Methodology
Describe the structures and methodologies used by the Proposer(s) to produce project deliverables. The Proposer may provide narrative and/or graphic descriptions.
- 7) Affidavits/Acknowledgements
The Proposer must complete, sign as required, and submit the following documents as part of its Qualifications Submission:
- | | |
|----------|--|
| Form A-1 | Cover Page of Qualifications Submission |
| Form A-3 | Acknowledgement of Addenda (see Section 1.8) |
| Form A-9 | Code of Business Ethics |

3.3 QUALIFICATIONS SUBMISSION PREPARATION REQUIREMENTS

Respondent must follow instructions of Section 1.4 "Qualifications Submission". The qualification submission must be submitted in a sealed envelope or container that should be addressed as follows:

Proposer's Name

Proposer's Address
Proposer's Telephone Number

The Clerk of the Board
111 NW 1st Street
17th Floor, Suite 202
Miami, FL 33128

RFQ No.:
RFQ Title:
Proposal Due Date:

SECTION 4.0 - EVALUATION/SELECTION PROCESS FOR POOL MEMBERSHIP

4.1 INTRODUCTION

Following the opening of the qualifications submission packages, the qualifications submissions will be evaluated by the Affordable Housing Selection Committee (AHSC) appointed by the County Manager. The AHSC will be comprised of appropriate County staff, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced with regard to both ethnicity and gender.

Scoring qualifications submissions is based on a point total and not a percentage factor.

4.2 EVALUATION CRITERIA

The AHSC will evaluate proposals to determine their responsiveness. To become part of the Pool, Proposers must meet at a minimum the following:

- 5. A minimum of three years experience as a home builder in the Tri-County area.**
- 6. The completion of a minimum of ten affordable housing residential units in Miami-Dade County.**
- 7. Knowledge of local subsidies available to developers and homebuyers.**
- 8. Proposer's financial ability to complete the project(s) as evidenced by equity contributions and/or written expressions of interest from financing institution to finance the project(s).**

Upon completion of the Technical (Quality) criteria evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Respondent(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated qualifications submission providing the highest quality of service to the County; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the qualifications submissions remaining in consideration based upon the written documents combined with the oral presentation.

4.6 OVERALL RANKING

After the ranking process is complete, the AHSC will recommend to the County Board that the Pool be established, composed of the selected Proposers.

Selected Proposers shall provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or sub consultants is or has been involved within the last three (3) years.

Upon concurrence of the Chairperson of County Board, the selected Members will be presented to the Board of the County for their approval.

Pool membership shall be given to the Proposers whose qualifications submissions shall be deemed by the County to be in the best interest of the County. The County's decision of whether to create the Pool and which members will be included, in the best interest of the County, shall be final.

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization): _____**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** _____**NAME AND TITLE OF PROPOSER'S CONTACT PERSON:**

Name: _____ Title: _____

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

(____) _____

FAX:

(____) _____

E-MAIL ADDRESS:

PROPOSER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (Explain): _____

IF CORPORATION,

Date Incorporated/Organized: _____

State Incorporated/Organized: _____

States registered in as foreign corporation: _____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATED REQUEST FOR:_____
_____**LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:**_____
_____**PROPOSER'S AUTHORIZED SIGNATURE**

The undersigned hereby certified that this proposal is submitted in response to this solicitation.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

MIAMI-DADE COUNTY, FLORIDA

RFP No.# _____

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 200____

Addendum #2, Dated _____, 200____

Addendum #3, Dated _____, 200____

Addendum #4, Dated _____, 200____

Addendum #5, Dated _____, 200____

Addendum #6, Dated _____, 200____

Addendum #7, Dated _____, 200____

Addendum #8, Dated _____, 200____

Addendum #9, Dated _____, 200____

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

MIAMI-DADE COUNTY, FLORIDA

RFP No.# _____

Form A-9
Code of Business Ethics

In accordance with Section 2-8.1(i) of the Miami-Dade County Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require that the contractor:

- Comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the False Claims Ordinance.
- Comply with all applicable rules and regulations regarding Disadvantaged Business Enterprises, Black Business Enterprises, Hispanic Business Enterprises and Women Business Enterprises (hereinafter collectively Minority Business Enterprises, "MBEs") and Community Small Business Enterprises (CSBE5) and shall specifically prohibit the following practices:
 - Pass-through Requirements. The Code shall prohibit pass-throughs whereby the prime firm requires that the MBE or CSBE firm accept payments as a MBE or CSBE and pass through those payments or a portion of those payments to another entity including, but not limited to the owner/operator of the prime firm;
 - Rental Space, Equipment or Flat Overhead Fee Requirements. The Code shall prohibit rental space requirements, equipment requirements, and/or flat overhead fee requirements, whereby the prime firm requires the MBE or CSBE firm to rent space or equipment from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.;
 - Staffing Requirements. The Code shall prohibit the prime firm from mandating, as a condition to inclusion in the project, that a MBE or CSBE hire, fire, or promote certain individuals not employed by the prime firm, or utilize staff employed or previously employed by the prime firm.
 - MBE or CSBE staff utilization. The Code shall prohibit the prime firm from requiring the MBE or CSBE firm to provide more staff than is necessary and then utilizing the MBE or CSBE staff for other work to be performed by the prime firm.
 - Fraudulently creating, operating or representing MBE or CSBE. The Code shall prohibit a prime firm including, but not limited to, the owners/operators thereof from fraudulently creating, operating or representing an entity as a MBE or CSBE for purposes of qualifying for certification as a MBE or CSBE.
- The Code shall also require that on any contract where MBE or CSBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs or CSBEs, the timing of payments and when the work is to be performed.
- The failure of a contractor to comply with its Code of Business Ethics shall render any contract between the contractor and the County voidable, and subject violators to debarment from future County work pursuant to Section 10-38(h)(2) of the Code. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics.

MIAMI-DADE COUNTY, FLORIDA

RFP No.#001EZ-05-04

CODE OF BUSINESS ETHICS
[Section 2-8.1(i), Code of Miami-Dade County]

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(1) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____, 200_____
Signature of Affiant Date

Printed Name and Title of Affiant Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (of affirmed) before me this _____ day of _____, 20

He/She is personally known to me or has presented _____ as identification.
Type of Identification

Signature of Notary Serial Number

Print or Stamped Name of Notary Expiration Date

Notary Public, State of _____

A-12 Rev. 7/12/01



GSA/INFILL HOUSING PROGRAM Focus Group Meeting

Meeting Time: 2:00 pm, Tuesday, August 22, 2006

Location: Lawson E. Thomas Courthouse Center
175 NW 1st Avenue, Miami, FL 33128
11th Floor Meeting Room

AGENDA

- A. Introduction: Elva Marin, GSA Real Estate Manager
- B. Break-out Groups:

Break-out Group I – FOCUS TOPICS

- 1. Zoning Restrictions and Process
- 2. Building Permitting Process
- 3. Non-zoning Regulatory Issues
- 4. Condition of County Lots at Conveyance (How “clean” is too clean?)

Break-out Group II – FOCUS TOPICS

- 5. Liens / Title Issues
- 6. Ensuring compliance in second and subsequent sales of homes
 - i) Development Timelines / Title Reversion
- 7. County Property Conveyance Process
 - i) Competitive Bid vs. Nominal Value Conveyance
 - ii) Pre-qualified Developer Pools
- 8. Homebuyer Sales Prices / Developer Profit

- C. Reconvene and General Discussion

Please use the attached form to list any questions and or additional concerns that you would like to discuss at the meeting.

**Infill Housing Focus Group
Topics of Discussion Summary
August 22, 2006**

GROUP I

Zoning & Lot Condition

- To provide more flexibility in reducing lot size requirements Miami Dade County should look into the feasibility of changing the CDMP.
- Developers asked for:
 - 1) more disclosure on the condition of lots before they are made available;
 - 2) the County not to convey lots that do not comply with zoning;
 - 3) create an administrative process for zoning variance; and
 - 4) reduce the length of time it takes to go through the public hearing process

Building Permit Process

- The County is in the process of creating more of a “team” atmosphere between all the departments (seven) in the review process as well as the consolidation of an information system that will ensure all departments have access to the same information.
- The County needs to educate developers about the existence of the expedite process already in place for Infill lots. Developers need to notify clerks that their submission is part of the Infill program and they will literally be placed in an Infill bin for expedite processing. The County will develop a form for developers to use during the submission procedure so that clerks know they should be put in the Infill bin.
- The idea of “cookie cutter” plans was addressed and developers stated that they were difficult to implement because of the need for slight variations and therefore there should be a mechanism to allow for amended “cookie cutter” plans. In response, the idea of having an array of off the shelf, ready to build plans offered at no charge to the developers was proffered. The group was unsure of how exactly to implement this idea.

Non-zoning Regulatory Issues

- Septic tank approval is a daunting process for many developers however it was noted that this is not controlled by the County but by the State’s Department of Health.

Other Issues

Attachment IHP4

- Discussion revolved around identifying the target market of the program and what families at certain income levels can qualify for and afford. It was noted that limiting sales to families at or below 80% of AMI would make it extremely difficult to find any households eligible to purchase the homes being built.
- Construction costs are too high to produce homes inexpensive enough to be sold to low income families without the more subsidy.

GROUP II

Lien Actions:

- To facilitate “Quiet Title Suit” Miami Dade County would provide a “**Single Recordable Document**” releasing all liens and encumbrances on a property, as well as, the Escheatment Tax deed. The reason for the Single Recordable Document is to provide Title Insurance Underwriters (Lawyer, Commonwealth, Old Republic, Attorney Title, etc.) with the legal continuance for “Chain of Title/Ownership.” This document will shorten the process to obtain Quiet Title action.
- Institute the process of verifying with the City of Miami lien issues on Miami Dade County sites.
- Is it possible to get a document from the Cities similar to what the county will provide to release all liens and encumbrances on a property?

Maintain property as an affordable housing site for perpetuity.

- “Deed Restriction” document to be executed at closing with Mortgage Deed, as well as the Declaration of Covenants and Restrictions, all recordable with the Clerk of the Courts. Mortgage Deed (2nd Mortgage) should contain a Deed Restriction Clause.
- At closing low income family will sign a **disclosure statement** stating that re-sale of home requires approval from the County. They will only be able to sell to a family under the same conditions as they purchased.

Shared Appreciation

- Since the low income families are receiving assistance in the form of subsidies(grants, deferred loans, soft 2nd & 3rd mortgages) for purchases, as well as, monthly payment assistance, at the time of a sale the families will share in the appreciation or equity by a percentage (3% per year, 50-50, etc.). In other words the families will be limited to the equity they can take out.

Closing on a Infill Site

Attachment IHP4

- Discussion centered on the reversion clause. If the developer has not obtained permits to break ground within a year the developer runs the risk of losing the infill site. To avoid unnecessary delays it was discussed that the developer would be given time to resolve issues and conduct a period of due diligence to clear all liens, zonings issues, platting, etc. before proceeding to close on the site. So that after closing the developer only deals with obtaining final permits and avoids the current delays that are happening.

Instrument prepared by:

111 N.W. 1 Street, 28 Floor
Miami, Florida 33128-1907

Folio No:

COUNTY DEED

THIS DEED, made this _____ day of _____, 200_ AD. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1 Street Suite 17-202, Miami, Florida 33128-1963, and _____, party of the second part, whose address is _____:

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of ___Dollars and No/100 (\$ _____) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (the "Property"):

(Insert Legal Description)

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years; and that certain Declaration of Restrictive Covenants, recorded simultaneously herewith, the terms and conditions and provisions of which are hereby incorporated herein and made a part hereof by this reference.

THIS CONVEYANCE IS SUBJECT TO FOLLOWING REVERTER CLAUSES:

1. In the event Party of the Second Part fails to develop the property with affordable housing in accordance with Miami-Dade County's Infill Housing Initiative, title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter.
2. In the event Party of the Second Part fails to complete the construction of the home(s), as evidenced by the issuance of a final Certificate of Occupancy, within one (1) year from the date of this deed, title shall automatically revert to the Party

of the First Part as a matter of law and pursuant to this reverter. Party of the First Part may, in its sole discretion, waive this reverter condition if Party of the First Part finds it necessary to extend the time frame in which Party of the Second Part must complete the home. Such waiver by Party of the First Part, to be effective must (i) be given prior to the event of the reverter and (ii) shall be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Manager or his designee giving such waiver and specifying the new time frame in which Party of the Second Part must complete the home. The recordation of the Waiver Affidavit by Party of the First Part shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within (1) year from the date of this deed, any party may rely that the condition of the reverter has occurred and that title reverts to Party of the First Part.

3. In the event Party of the Second Part fails to sell the home(s) to a low-moderate income family, at or below the price approved by Miami-Dade County, title shall automatically revert to the Party of the First Part as a matter of law and pursuant to this reverter clause and Party of the Second Part shall be subject to penalties as is stated in the Declaration of Covenants and Restrictions recorded simultaneously and of even date herewith.

The Party of the Second Part shall pay all closing cost to purchase the lot and pay all closing costs on the subsequent sale of the completed home, inclusive of the abstracting costs, owner's and lender's title insurance, documentary stamps on the Warranty Deed and boundary survey. The Party of the Second Part or Successors in Interest, shall pay real estate taxes and assessments on the property or any part thereof when due. Party of the Second Part shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, except:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the single family home in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) The recordation, together with any mortgage purporting to meet the requirements of clauses (a) or (b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the single family home is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any re-entry hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance

company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

Upon completion of the constructed housing the Party of the Second Part shall provide the County a copy of the Certificate of Occupancy for the constructed housing. Upon receiving the Certificate of Occupancy and Proof of compliance with all the deed restrictions listed above, the County shall furnish the Party of the Second Part an appropriate instrument acknowledging satisfaction with all deed restrictions listed above. Such satisfaction of deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

The Party of the Second Part, its successors or assigns, covenants to maintain the housing constructed on the property as affordable housing for at least thirty (30) years from the date of first occupancy, and any deed of conveyance of the completed housing shall contain a restriction stating that the property shall remain as affordable housing for the requisite number of remaining years left on this restriction.

In the event the Party of the Second Part, its successors or assigns, shall violate or otherwise fail to comply with any of the restrictions and covenants set forth herein, the Party of the Second Part, its successors or assigns, shall correct or cure the default/violation within (30) days of notification of the default by the county. If the party of the Second Part, its successors or assigns, fails to remedy the default within thirty (30) days, the County shall have the right to re-enter and take possession of the property and to terminate and revert in the County the estate conveyed by this Deed to the Party of the Second Part, its successors or assigns, and by such reverter to the County, shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever; provided, that any such right of re-entry shall always be subjected to and limited by, and shall not defeat, render invalid, or limit any way the lien of any valid mortgage or Deed or Trust permitted by this Deed.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency _____

The foregoing was authorized and approved by Resolution No.____ of the Board of County Commissioners of Miami-Dade County, Florida, on the __ day of __, 200__

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Covenant") is made this _____ day of _____, _____, by _____, a Florida corporation (hereinafter referred to as the "Owner"), is in favor of Miami Dade County, a political subdivision of the State of Florida.

WHEREAS, the Owner holds title to certain property located in Dade County, Florida, as described on Exhibit "A," (the "Property"), attached hereto and made a part hereof by this reference.

WHEREAS, the Owner intends to develop housing on the Property affordable to low-moderate income families and assist in that development the Owner desires to participate in the Infill Housing Initiative of Miami-Dade County. Whereas, in order to qualify for such participation the Owner must make certain binding commitment to assure that the Property complies with the conditions imposed by the Infill Housing Initiative and contained herein.

NOW, THEREFORE, the Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be covenants running with the land and binding upon the Owner, and its heirs, successors and assigns as follows:

1. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.
2. The Owner agrees that the Property shall be subject to the following covenants and restrictions, which covenants and restrictions shall be covenants running with the land:
3. As of the effective date of this Declaration, the Property shall be used solely for residential purposes. The Property shall be developed as affordable housing which may be either single family homes or such housing as may be allowed under zoning applicable to the parcel and shall meet the Infill Housing Program Guidelines. The Property may not be used for any non-residential purposes whatsoever, and such prohibition shall include, but not be limited to, schools, hospitals, day care centers, places of worship or any assemblage of large groups of people.
4. The Property shall be purchased and occupied solely by persons who meet the low-moderate income restrictions as outlined in the Infill Housing Program Guidelines. Owners must occupy the property as the family's principal residence. These covenants and restrictions shall be binding on all Owners acquiring title to or use of the Property, or any portion thereof, until that date which occurs thirty (30) years from the date of the issuance of the initial certificate of occupancy. Any prospective Owner or other Owner of the property during the thirty (30) year affordability period shall meet the eligibility requirements of the Infill Housing Initiative. Prior to sale of the home, the Seller shall obtain prior written approval from Miami-Dade County.
5. The County reserves a right of first refusal to purchase the property at the end of the 30-year control period, if it becomes available for purchase. The

County shall have 30-days from receiving written notification from the owner that the property is for sale, to execute a contract to purchase said property. Failure to execute said contract within 60-days will relieve the owner from this restriction.

6. Each Owner agrees on behalf of such Owner and such Owner's heirs, personal representatives, successors, in interest, and assigns, as part of the consideration thereof that: (i) the property Owner shall not unlawfully discriminate against any person in the exercise of its obligations under the Declaration and all such actions shall be taken without regard to race, age, religion, color, gender sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully, used; and (ii) the Owner shall not engage in or commit any discriminatory practice in violation of the Miami Dade County Human Rights Act, as it may be amended in the exercise of its obligations under this Declaration.
7. When used herein, the term "County" shall mean Miami-Dade County, Florida, its successors and assigns. The term "Owner" shall mean the person or persons or legal entity or entities holding interests of record to the Property or any portion of the Property. Wherever used herein the terms "Owner" and "County" shall include their heirs, personal representatives, successors, agents and assigns.
8. The County is the beneficiary of these covenants and restriction and as such, the County may enforce these covenants and restrictions by action of law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons entity or entities, violating or attempting to violate the terms of these covenants and restrictions.
9. If any covenant, restriction, condition or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition or provision herein contained, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of Florida and venue shall be Miami Dade County, Florida.
10. If an Owner desires to use the Property or any portion thereof, for any use other than those permitted hereby, or desires, to modify or terminate any other of these covenants and restrictions such Owner shall be required apply to the County for an amendment of, termination, these covenants and restrictions as to the particular affected property. It shall be the sole discretion of the Miami Dade County Board of County Commissioner as to whether to modify or terminate these covenants and restrictions as to any portion of the property, since each Owner accepted these covenants and restrictions at the time of ownership. Any such amendment or termination must be executed by the Board of County Commissioner of Miami Dade County, Florida and shall apply only to such portion of the property that is specifically referenced in the amendment.

11. This Declaration of Covenants and Restrictions shall become effective upon recordation in the Public Records of Miami Dade County, Florida.

IN WITNESS WHEREOF, the Owner has caused this Declaration of Restrictive Covenants to be executed by its duly authorized officers and the corporate seal to be affixed hereto on the day and year first above-written.

OWNER:

Witnesses:

By: _____

Print Name:

Date: _____

Summary of Infill Properties as of: 9/1/06

(Conveyed or Bid by County - no privately acquired lots)

County Parcels	Amount	
Bid	218	
Conveyed	262	
Split Bid Lots	1	
<u>Split Conveyed Lots</u>	<u>0</u>	
Subtotal	481	
Combined Bid Lots	-8	
Combined Conveyed Lots	-4	
Scattered Bid Areas	0	← Scattered Lot Areas Are Clusters At Different Locations Listed With 1 Folio #. As Lots Are Developed And Separated From The Cluster And Given Their Own Folio # They Will Be Monitored And Added To The Total # Lots.
Scattered Conveyed Areas	<u>-1</u>	
Subtotal	-13	

Net Number of Lots for Homes	468
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Homes Completes	Amount	Starting at 9/1/06			
		last 12 mos.	13 - 24 mos.	25 - 36 mos.	over 37 mos.
On bid parcels	51	10	17	14	10
<u>On conveyed parcels</u>	<u>80</u>	<u>33</u>	<u>31</u>	<u>15</u>	<u>1</u>
Subtotal	131 ←	43	48	29	11

Remaining Parcels without Homes	337
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Homes under Construction		1 - 30%	31 - 60%	61 - 89%	90% - 99%
On bid parcels	14	7	4	2	1
<u>On conveyed parcels</u>	<u>24</u>	<u>6</u>	<u>6</u>	<u>8</u>	<u>4</u>
Subtotal	38 ←	13	10	10	5

Homes without Construction Activity*		Recommend		
		Reversion	Over 1 Yr	< than 1 Yr
On bid parcels	146 ←	26	85	35
<u>On conveyed parcels</u>	<u>153</u> ←	<u>33</u>	<u>109</u>	<u>11</u>
Subtotal	299	59	194	46

*These can be in various stages of pre-development work

Summary of Infill Developers as of: 9/1/06

(Developing Conveyed or Bid by County - No Private Developers)

(Developing Conveyed or Bid by County - No Private Developers)																		
Remaining Parcels without Homes																		
Homes without Construction Activity ●																		
0%1 - 99%100%																		
Under ConstructionHomes Completed																		
Infill LotsRecommend for ReversionPending ConstructionUnder ConstructionHomes Completed																		
Bid Conveyed Combined Scatted Subtotal Bid Conveyed Subtotal Bid Conveyed Subtotal Bid Conveyed Subtotal Bid Conveyed Subtotal																		
Infill Developers																		
1	A & S MANAGEMENT	3				3										3		3
2	ADVANCED COMMUNITY HOUSING, LLC	5				5	4		4	1		1						
3	AFFORDABLE HOUSING PROGRAMS	3	11			14				3		3	4	4		7	7	
4	AFFORDABLE HOUSING SOLUTIONS FL.		5			5		4	4				1	1				
5	ALLAPATTAH BUSINESS DEVELOPMENT AUTHORITY, INC.		2			2					2	2						
6	AMERICAN COMMUNITY PARTNERSHIP		5			5		5	5									
7	AMERICAN CONSTRUCTION AND FINANCING CORPORATION	8		-1		7				7		7						
8	BAME DEVELOPMENT CORPORATION OF SOUTH FLORIDA		4			4		4	4									
9	CITYWIDE DEVELOPMENT CORPORATION, INC.	2				2										2		2
10	COMMUNITY REINVESTMENT AGENCY, INC.		4			4		4	4									
11	CONTRACTORS RESOURCE CENTER, INC.		5			5							3	3		2	2	
12	DODEC INC.	13				13				12		12				1		1
13	ELITE CONSTRUCTION AND DEVELOPMENT, INC.	3				3										3		3
14	FERNANDO S. RUIZ	5				5				5		5						
15	FLORIDA CITY FOUNDATION, INC.		8			8					8	8						
16	FORTEX CONSTRUCTION, INC.	31*				31	17		17							14		14
17	FRIENDSHIP CIRCLE OF FLORIDA, INC.		3			3					3	3						
18	GOULDS COMMUNITY DEVELOPMENT CORPORATION, INC.		5			5					5	5						
19	GREATER MIAMI NEIGHBORHOODS, INC.		5			5					5	5						
20	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.		43	-1	-1	41		4	4		2	2	2	2		33	33	
21	HAVEN ECONOMIC DEVELOPMENT, INC.		5			5							3	3		2	2	
22	HOME ACCESS PROPERTIES, INC.	9		-3		6				3		3	3	3				
23	HOUSING LEAGUE, THE		5			5					1	1	3	3		1	1	
24	INSTITUTE FOR DEVELOPMENT		5			5		1	1							4	4	
25	K & K CUSTOM HOMES, INC.	2				2				2		2						
26	KIAWAH PROPERTIES CORPORATION	4		-1 Reverting		4	2▲		2				2		2			
27	LANCASTER HOMES & CONSTRUCTION SERVICES, INC.	35		-1		34				27		27	7		7			
28	MDHA DEVELOPMENT CORPORATION		56			56					56	56						
29	MIAMI-DADE COMMUNITY DEVELOPMENT		18	-2		16					5	5	2	2		9	9	
30	MIAMI-DADE COMMUNITY HOUSING FOUNDATION		6			6		6	6									
31	MIAMI-DADE EMPOWERMENT TRUST, INC.		11			11					11	11						
32	MURO INVESTMENTS INC.	7		-1		6	2		2	3		3	1		1			
33	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.		6	-1		5					5	5						
34	NER YITZCHAK OF HIGHLAND LAKES, INC.		13			13					2	2				11	11	
35	PEOPLE HELPING PEOPLE ACHIEVE GOALS		6			6					2	2	1	1		3	3	
36	PERSONAL PARADISE DEVELOPERS, INC.	43				43				18		18	1		1	24		24
37	PHOENIX HOUSING FOUNDATION, INC.		6	-1 Reverting		6	5▲		5							1	1	
38	PINARD GROUP, INC.	11				11	1		1	6		6				4		4
39	ROSEWOOD HOUSING LLC	6		-2		4				4		4						
40	SAVE-A-HOUSE, INC.		3			3					2	2	1	1				
41	SOUTHERN REAL ESTATE SERVICES, INC.	29				29				29		29						
42	TRICIA PROPERTY MANAGEMENT CORPORATION		1			1										1	1	
43	UNIVERSAL TRUTH COMMUNITY DEVELOPMENT CORPORATION		5			5					5	5						
44	URGENT, INC.		5			5							4	4		1	1	
45	WEST PERRINE COMMUNITY DEVELOPMENT CORPORATION, INC.		1			1					1	1						
46	WORKFORCE DEVELOPMENT PARTNERSHIP, INC.		4			4					4	4						
47	YOUTH IN ACTION CENTER		6			6					1	1				5	5	
Subtotal:		219	262	-12	-1	468	26	33	59	120	120	240	14	24	38	51	80	131
		468					299						38			131		
							337											
* Includes 1 Split Bid Lot																		
▲ Includes 1 Combined Lot																		
● These can be in various stages of pre-development work																		
		Lots voluntarily returned																

* Includes 1 Split Bid Lot

▲ Includes 1 Combined Lot

● These can be in various stages of pre-development work

 Lots voluntarily returned